

4-0499

65-12

87-06

1985-1987

AGREEMENT

FAIRVIEW FEDERATION OF TEACHERS

AND

FAIRVIEW BOARD OF EDUCATION

(Employer)

July 1, 1985 - June 30, 1987

## TABLE OF CONTENTS

	Page
Article I	Recognition-----
Article II	Modification of Agreement-----
Article III	Grievance Procedure-----
Article IV	Rights and Privileges of the Parties-----
Article V	Teacher Work Year-----
Article VI	Teaching Hours and Teaching Load-----
Article VII	Teacher Employment-----
Article VIII	Salaries-----
Article IX	Sick Leave-----
Article X	Insurance Protection-----
Article XI	Temporary Leaves of Absence-----
Article XII	Extended Leaves of Absence-----
Article XIII	Involuntary Transfers or Reassignments and Dismissal-----
Article XIV	Federation Payroll Dues Deduction-----
Article XV	Miscellaneous Provisions-----
Article XVI	Evaluation Procedure-----
Article XVII	Sabbatical Leave-----
Article XVIII	Retirement Compensation-----
Article XIX	Agency Shop-----
Article XX	Duration of Agreement-----
Schedule "A"	Grievance Form-----
Schedule "B"	Salary Guide-----
Schedule "C"	Extra Curricular Activities-----

## ARTICLE I

### RECOGNITION

#### A. Unit

The Board hereby recognizes the Fairview Federation of Teachers (FFT) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed personnel whether employed or to be employed by the Board, including:

All regularly employed teachers, speech correctionists, school nurses, librarians, reading specialists, learning disability teachers-specialists, social workers and school psychologists, substitutes, and part time teachers working less than one-half time or teacher on an hourly basis employed by the Fairview Board of Education.

EXCLUDING: Superintendent of Schools, Board secretary, principals, managerial executives confidential employees, police and craft employees and supervisors and supportive staff, substitute teachers employed less than thirty (30) days in the academic year.

#### B. Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Federation in the unit as above defined, and references to male teachers shall include female teachers.

THIS AGREEMENT, entered between the BOARD OF EDUCATION OF THE BOROUGH OF FAIRVIEW, New Jersey, hereinafter called the "Board" and the FAIRVIEW FEDERATION OF TEACHERS, hereinafter called the "Federation",

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Federation as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the Parties have reached certain understandings which they desire to confirm in this Agreement,

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE II

### MODIFICATION OF AGREEMENT

#### A. Modification

This Agreement shall not be modified in whole or in part by the parties without negotiation between the Board and the Federation and except by an instrument in writing duly executed by both parties.

#### B. No Individual Contracts

The terms and conditions of this Agreement may not be altered or amended by any individual contract.

#### C. Negotiation of Successor Agreements

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted and signed by the Board and signed and ratified by the Federation.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - An appeal concerning the interpretation, application or violation of policies, practices agreements and administrative decisions affecting a teacher or group of teachers.
2. Aggrieved Person - An "Aggrieved person" is a member or members of the bargaining unit or the Federation filing a grievance form through the Federation in accordance with Article III-C.

B. Grievance Processing

Grievances shall be filed on the grievance form, a copy of which is attached hereto. Persons filing a grievance shall submit copies of the grievance form to the Secretary of the Board and the Officer designated by the Federation (if filed by an individual employee) as well as the employee's immediate supervisor. If filed by the Federation, the form shall be filed with the Secretary of the Board, the grievant's immediate supervisor and a copy provided to the grievant. Completion of the grievance form in its particulars shall be required prior to proceeding to each successive step of the grievance procedure.

C. Procedure

1. Time Limits - It is important that grievances be processed as rapidly as possible. The time limits at each level are mandatory. The time limits specified may, however, be extended by mutual agreement of the parties in writing. Grievances to be considered valid under the terms of this procedure must be

instituted within twenty-five (25) calendar days of the day the grievant knew or should have known of the occurrence of the condition giving rise thereto. Failure to raise a grievance within such time period shall bar the grievance.

2. Level One-Principal or immediate Superior - A teacher with a grievance may present a completed grievance form to the building principal through the Federation's designated representative with the objective of resolving the matter.

3. Level Two - Superintendent - If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered and (s)he wishes to pursue the same to Level Two; within five (5) school days after the response to the grievance or ten (10) school days from its presentation at Level One, a completed grievance form must be submitted to the superintendent. Service on the superintendent must be by personal service upon him or his secretary, which will be receipted, or by certified mail, return receipt requested.

4. Level Three - Board of Education - If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered, within ten (10) additional school days of presentation at level two, a completed grievance form shall be filed with the Board of Education. Service shall be upon the Board Secretary or his secretary personally who will receipt same, or upon the Board of

of Education by Certified Mail, return receipt requested.

5. Level Four - Arbitration - If the aggrieved person is not satisfied with the disposition of the grievance at Level Three and the Federation desires to pursue the grievance to arbitration, then a request must be made to proceed to arbitration not later than ten (10) school days from the date of the Board's answer at level Three or not later than twenty school days after grievance was presented to the Board. The grieving party wishing to arbitrate shall request the Public Employment Relations Commission, Division of Dispute Settlement, to submit a list of arbitrators to the parties to be selected in accordance with its rules. In the event that the parties are unable to obtain a commitment to serve from the designated arbitrator within thirty days of his appointment, either party may request the Public Employment Relations Commission to submit an additional panel of arbitrators to be selected.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses shall be paid by the party incurring same.

6. Scope of Arbitration - The arbitrator shall be limited to rendering determinations concerning alleged violations, misinterpretations or misapplications of this agreement. The arbitrator shall have no authority to make determinations concerning the reappointment of non-tenured teachers, the evaluation of personnel,

or the interpretation or application of New Jersey or Federal regulations and statutes. The arbitrator shall be without power or authority to modify, alter, add to or subtract from the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be final and binding on the parties subject to the limitations upon the arbitrator as stated above.

7. Year End Grievance - Year End Grievances raised at such time that all the steps of the grievance procedure cannot be completed prior to the end of the school year shall proceed as if school was in session until the resolution of the dispute. In the event all parties are unable to proceed because of the non-availability of the parties or witnesses, then the grievance shall continue to be processed at the level last reached upon the commencement of school in September.

Nothing herein shall prejudice the rights of any grievant irrespective of the termination of this contract or other contingency provided however, that the grievance was originally brought in accordance with paragraph C-1 of the Grievance Procedure.

D. Representation in the Grievance Procedure

1. Representation - Any aggrieved person shall be represented at all levels of the grievance procedure by the Federation or its designated representative.

2. Meetings and Hearings - All meetings and hearings under this procedure shall not be conducted in public and shall include only the grievant, his witness and his designated or selected representative and such persons as the Board shall designate to represent its interest. The time and place for said meetings and hearings shall be mutually agreed upon by the Board and the Federation.

3. Grievances arising out of acts or directions of the superintendent or the Board may be commenced at their respective steps of the grievance procedure.

4. No reprisal of any kind shall be taken by the Board by virtue of any grievance filed by any person or the Federation under the Grievance procedure.

## ARTICLE IV

### RIGHTS AND PRIVILEGES OF THE PARTIES

#### A. Federation Rights

1. Information - The Board agrees to furnish to the Federation in response to reasonable requests from time to time all available information except private notes and correspondence concerning the educational program and the financial resources of the district.

2. Released time for meetings - Whenever any representative of the Federation or any teacher, employed by the Fairview Board, participates during working hours in negotiations, grievance proceedings, conferences, or meetings with respect to Fairview, he shall suffer no loss in pay. The parties shall make every effort to conduct said business during other than school hours.

3. Use of School buildings - The Federation and its representatives shall have the right to use school buildings on scheduled school days at reasonable hours for meetings upon written notice to building principal.

4. Rights and protection in Representation - The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Federation and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

5. Statutory Savings Clause - Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

6. Due Process Provision - No teacher shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without due process.

7. Required Meetings or Hearings - Whenever any teacher is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that teacher in his office, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview to discuss the reasons and shall be entitled to have a representative of the Federation present to advise him and represent him during such meeting or interview.

8. Evaluation of Students - The teacher shall have the right and responsibility to determine grades and other evaluations of students within the grading policies of the Fairview School District based upon his professional judgment of available criteria pertinent to any given subject area or activity to which he is responsible. Any change of grade or evaluation authorized by administrator or the Board in accordance with law shall be initialed by the person making change.

9. Criticism of Teachers - Any criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall be made in confidence and not in the presence of students, parents, or other public gatherings. Nothing contained herein shall be construed to waive or limit anyone's rights as provided in the Open Public Meetings Act.

10. Rights of the Board - Except as otherwise provided in this Agreement and under the provisions of Chapter 123, Public Laws 1974, the Federation recognizes that the Board has the responsibility and authority to manage and direct on behalf of the people, all the operations and activities of the Fairview School District to the extent authorized by law.

11. Mail Facilities and Mailboxes - The Federation shall have the right to use inter-school mail facilities to communicate with its members.

12. Use of School Equipment - The Federation shall have the right to use, subject to prior notice to the building principal and preference for school business, a ditto or duplicating machine and one typewriter provided the Federation supplies the materials (paper etc.) for their use.

13. Exclusive Rights - The Federations' rights of representation of the members of the bargaining unit are exclusive and shall not be granted to any other organization while the Federation is the duly certified representative.

## ARTICLE V

### TEACHER WORK YEAR

#### A. In-School Work Year

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend additional orientation days) shall not exceed one hundred and eighty-one (181) days including two (2) one-half (1/2) days or one full day. Emergency days, although included in the calendar, shall not increase the number of work days.

#### B. Definition of in-school work year

The in-school work year shall include days when pupils are in attendance, orientation days, and other days on which teacher attendance is required.

#### C. Calendar

The Federation shall have the right to make recommendations to the Board regarding the structure of the School calendar.

#### D. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather. In the event a teachers' meeting was scheduled for any such day(s), it shall be understood that the administration may re-schedule said meeting.

## ARTICLE VI

### TEACHING HOURS AND TEACHING LOAD

#### A. Length of Work Day

No teacher shall be required to report for duty earlier than fifteen (15) minutes prior to the time students are required to report and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day. The librarian may be required to stay thirty minutes after the close of the pupil school day. Teachers, including the librarian, may leave on Friday with the students.

#### B. Teaching Load

##### 1. Departmental Seventh / Eighth Grade Teachers, Specialists -

The Board will attempt to limit the weekly teaching load for the seventh and eighth grades and teaching specialists to thirty (30) teaching periods whenever the needs of the district permit.

2. All elementary teachers shall have preparation time when specialist or substitute replacing specialist, is teaching their class.

3. Leaving building procedures - Teachers are required to remain in the school building during preparation time (excluding lunch period) unless they receive permission to leave from the building principal.

#### C. Scheduling of Preparation Periods

In June, specialists will meet with the administration for the purpose of attempting to arrange scheduling for September.

#### D. Number of Preparations

Seventh and eighth grade teachers and teaching specialists

shall receive (5) preparation periods per week whenever scheduling and the needs of the district permit.

E. Lunch Periods

Teachers shall have a daily duty-free lunch period of at least forty minutes except when they are assigned to student supervision.

F. Meetings - Faculty and Other

A. Teachers may be required to remain after the end of the regular work-day, without additional compensation, for the purpose of attending faculty or other professional meetings - twenty meetings per school year. Said meeting days shall be apportioned no more than four meetings per month on two calendar days notice to the faculty. Such meetings shall begin no later than ten minutes after the student dismissal time and shall run for no more than forty-five minutes.

In cases of emergency involving the health and safety of students and teachers, if additional time is needed, students shall be dismissed early.

B. Prior to Holidays and Weekends - Meetings which take place after the regular in-school workday and which require attendance shall not be called on Fridays or on any day immediately preceding any holiday, or other day when teacher attendance is not required at school except in case of emergency.

C. All teaching staff members will be required to attend two evening "open house nights" during the course of each school year.

ARTICLE VII  
TEACHER EMPLOYMENT

A. Placement on Salary Schedule

Adjustment to Salary Schedule - Each teacher presently employed by the Board shall be placed on his proper step of the salary guide in accordance with his degree status and years of experience in teaching. Years of experience as used in this section shall mean years of experience granted by the Fairview Board of Education upon initial employment together with service in Fairview as it accrues.

B. Notification of Contract and Salary

If the information is available, teachers will be notified of their contract and salary status for the following year by April 30.

C. Vacancies

The Board shall post all vacancies, upon being notified of the same, on a bulletin board in each of the schools and shall forward a copy of the notice to the president of the Federation.

D. Notification of Class Assignment

All teachers shall be given written notice of their class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than June 1, whenever possible.

## ARTICLE VIII

### SALARIES

#### A. Ten (10) Month Payment Schedule

Each teacher employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

#### B. Summer Pay Plan

Each teacher may individually elect to have ten (10) percent of his monthly salary deducted from his pay and placed in an interest bearing account at the East Bergen Teachers' Credit Union.

#### C. Exceptions

When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their paychecks on the last previous working day if accounting procedures permit.

#### D. Final Pay

Each teacher shall receive his final pay on his last working day provided that the individual teachers reports are completed.

## ARTICLE IX

### SICK LEAVE

#### A. Accumulative

All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day provided they actually report for work during that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

#### B. Additional Accumulative Sick Days

All teachers employed shall be entitled to additional accumulative sick leave benefits according to the following schedule:

YEARS OF SERVICE IN FAIRVIEW	ADDITIONAL ACCUMULATIVE SICK LEAVE
1 - 10	1 day
11 - 19	2 days
20 - more	3 days

#### C. Unused Sick Days

Teachers may be paid, at the teacher's election, \$25.00 for each unused sick day. However, the teacher must elect to take advantage of this reimbursement provision by the end of the school year, with the payment to be made in December of the following school year. If the teacher does not elect to take this payment, then the sick day will be banked pursuant to the terms of the existing contract. This payment provision of the contract will not apply to sick days accumulated prior to July 1, 1985.

ARTICLE X

INSURANCE PROTECTION

A. Hospitalization Coverage

1. The Board shall contribute the full premium cost of the currently established hospitalization plan for the individual teacher and his dependents during the term of this contract.

2. The carrier for said hospitalization plan shall be the New Jersey State Health Benefits Plan.

B. Dental Coverage

1. The Board shall contribute \$11,500.00 for the 1985/1986 and 1986/1987 school years toward the annual premium cost of the currently existing dental care program for the individual teacher and dependents.

2. The carrier for said dental care program shall be the Delta Dental Plan of New Jersey, Inc., administered by the New Jersey Blue Cross and Blue Shield.

C. Prescription Drugs

1. Effective January 1, 1987, a prescription drug plan will be implemented. The Board of Education agrees to pay \$1,250.00 toward the cost of the plan for the 1986/1987 school year. Any costs in excess of \$1,250.00 are to be paid by the members of the bargaining unit on a pro-rated basis.

D. Description to Teachers

The Board shall provide to each teacher requesting same, a description of the health care insurance coverage provided under this Article if available, or advise where the same may be obtained.

ARTICLE XI  
TEMPORARY LEAVES OF ABSENCE

**A. Types of Leaves**

Teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Personal - Teachers are entitled to personal leave days which require absence during school hours. Application to the teachers' principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies). The applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

Said personal leave days shall be granted in accordance with the following schedule:

0-3 years of credited service in Fairview	1 day
4-6 years of credited service in Fairview	2 days
7-9 years of credited service in Fairview	3 days
10-more years of credited service in Fairview	4 days

No personal days may be taken either before or after a holiday without the prior approval of the Superintendent of School or his designee. Approval of personal days before or after Holidays may be granted only in emergency situations.

2. Good Cause - Other leaves of absence with pay may be granted by the Board in its discretion for good cause.

3. In addition to Sick Leave - Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the teacher is entitled.

4. Death - Up to five days in the event of the death of a teacher's spouse, child, parent, brother, sister or grandparents provided said days are taken at the time of the services or period of mourning contemporaneous with the death of the family member. Teachers shall be granted up to three days in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, or any other member of the immediate household in the same fashion. One day for bereavement shall be permitted in the event of the death of aunts, uncles, nieces, nephews, or cousins living outside of the staff member's household. In the event of the death of a teacher or student in the Fairview School District, the principal or immediate superior of said teacher or student shall grant an appropriate number of teachers sufficient time off to attend the funeral.

5. Legal - Time necessary for appearance in any legal proceeding connected with the teacher's employment or with the school system or in any other legal proceeding if the teacher is required by law to attend.

B. Professional Days

Up to ten (10) days may be granted to staff as a whole for attendance at professional meetings (s), visiting other schools, etc. The Superintendent may grant additional days. The mileage reimbursement for any travel directly related to the use of said days shall be twenty-two (22¢) cents per mile.

Professional days are defined as those days granted to staff members for the purpose of enhancing their teaching ability, administrative capabilities, or education, exclusively for the advancement of the school district as a whole and not to engage or participate in Union business. (eg. workshops, in-service training programs, classroom observations).

ARTICLE XII  
EXTENDED LEAVES OF ABSENCE

**A. Federation**

The Board agrees that up to two (2) tenured teachers designated by the Federation may, upon request, be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Federation or its affiliates.

**B. International and Federal Programs**

A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps or serves as an exchange teacher or overseas teacher and is a full-time participant in either of such programs, or accepts a Fulbright Scholarship. It shall be understood by and between the parties that the granting of leave of absence under these programs shall entirely be within the discretion of the Board.

**C. Illness in Family**

A leave of absence without pay of up to one (1) year may be granted to any tenure teacher for the purpose of caring for a sick member of the teacher's immediate family in the discretion of the Board. Additional leave may be granted at the discretion of the Board.

**D. Good Cause**

Other leaves of absence without pay may be granted by the Board for good cause.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing and granted or denied in writing.

F. Benefits upon Return

Teachers returning from leaves of absences shall be entitled to the same benefits as other teachers in the unit upon their return. Unused accumulated sick leave shall be provided to him upon his return and he shall be assigned to the same position which he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

## ARTICLE XIII

### INVOLUNTARY TRANSFERS OR REASSIGNMENTS AND DISMISSAL

#### A. Notice

Notice of any involuntary transfer or reassignment shall be given to teachers as soon as practicable, and except in cases of emergency not later than June 10.

#### B. Dismissal of Non-Tenure Teachers

The provisions of N.J. Statutes and the regulations contained in Title VI of the New Jersey Administrative Code shall govern the retention or non-retention of non-tenure teachers.

## ARTICLE XIV

### FEDERATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the salaries of its teachers dues for the Fairview Federation of Teachers and related organizations provided appropriate dues check-off authorizations are received from the individual employees. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

ARTICLE XV  
MISCELLANEOUS PROVISIONS

**A. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**B. Notice**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so in person, telegram, or by certified mail, return receipt requested, letter at the following addresses:

1. If by Federation to Board:

Board Secretary  
Lincoln School  
Anderson and Day Avenues  
Fairview, N.J. 07022

2. If by Board to Federation:

School where president of Federation  
is employed.  
If school is not in session, to home  
address.

**C. Agreement Board Policy**

This agreement constitutes Board policy for its duration.

ARTICLE XVI  
EVALUATION PROCEDURE

**A. Personnel Records**

A teacher shall have the right, upon request, to review the contents of his personnel file, and request removal of any materials that can be shown to be inaccurate, obsolete or inappropriate.

**B. Open Evaluation**

All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

**C. Copies of Evaluations**

A teacher shall be entitled to a copy of any class visit evaluation report prepared by his/her evaluator. No teacher shall be required to sign a blank or incomplete evaluation form.

**D. Evaluation of Teachers**

Evaluation of teachers shall be conducted in accordance with New Jersey State Statutes and the regulations of the commissioner of Education.

E. New Jersey Administrative Code 6:3-1.21

The following shall govern the evaluation of tenured teaching staff members:

**6:3-1.21 Evaluation of tenured teaching staff members**

(a) Every local board of education shall adopt policies and procedures requiring the annual evaluation of all tenured teaching staff members by appropriately certified personnel (N.J.S.A. 18A:1-1; N.J.A.C. 6:11-3.4).

(b) The purpose of the annual evaluation shall be to:

1. Promote professional excellence and improve the skills of teaching staff members;
2. Improve student learning and growth;
3. Provide a basis for the review of performance of tenured teaching staff members.

(c) The policies and procedures shall be developed under the direction of the district's chief school administrator in consultation with tenured teaching staff members and shall include but not be limited to:

1. Roles and responsibilities for implementation of the policies and procedures;

2. Development of job descriptions and evaluation criteria based upon local goals, program objectives and instructional priorities;

3. Methods of data collection and reporting appropriate to the job description including, but not limited to, observation of classroom instruction;

4. Observation conference(s) between the supervisor and the teaching staff member;

5. Provision for the use of additional appropriately certified personnel where it is deemed appropriate;

6. Preparation of individual professional improvement plans;

7. Preparation of an annual written performance report by the supervisor and an annual summary conference between the supervisor and the teaching staff member.

(d) These policies shall be distributed to each tenured teaching staff member no later than October 1. Amendments to the policy shall be distributed within 10 working days after adoption.

(e) The annual summary conference between supervisors and teaching staff members shall be held before the written performance report is filed. The conference shall include but not be limited to:

1. Review of the performance of the teaching staff member based upon the job description;

2. Review of the teaching staff member's progress toward the objectives of the individual professional improvement plan developed at the previous annual conference;

3. Review of available indicators of pupil progress and growth toward the program objectives;

4. Review of the annual written performance report and the signing of said report within five working days of the review.

JL 5/13

(Continuation of New Jersey Administrative Code 6:3-1.21.)

(f) The annual written performance report shall be prepared by a certified supervisor who has participated in the evaluation of the teaching staff member and shall include but not be limited to:

1. Performance areas of strength;
2. Performance areas needing improvement based upon the job description;
3. An individual professional improvement plan developed by the supervisor and the teaching staff member;
4. A summary of available indicators of pupil progress and growth, and a statement of how these indicators relate to the effectiveness of the overall program and the performance of the individual teaching staff member;
5. Provision for performance data which have not been included in the report prepared by the supervisor to be entered into record by the evaluatee within 10 working days after the signing of the report.

(g) Local board of education policies for the evaluation of tenured teaching staff members, based upon but not limited to the above provisions, shall be developed during the 1978-79 school year and shall become operational September 1, 1979. These provisions are the minimum requirements for the evaluation of tenured teaching staff members.

(h) For the purposes of this section:

1. Appropriately certified personnel means personnel qualified to perform duties of supervision which includes the superintendent, assistant

28.1

(44071)

Supp. 11-20-78

*AB/13*

F. New Jersey Administrative Code 6:3-1.19

The following shall govern the evaluation of Non-Tenured Teaching staff members:

**6:3-1.19 Supervision of instruction; observation and evaluation of nontenured teaching staff members**

(a) For the purpose of this Section, the term "observation" shall be construed to mean a visitation to a classroom by a member of the administrative and supervisory staff of the local school district, who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a nontenured teaching staff member's performance of the instructional process:

1. Each of the three observations required by law shall be conducted for a minimum duration of one class period in a secondary school, and in an elementary school for the duration of one complete subject lesson.

(b) The term "evaluation" shall be construed to mean a written evaluation prepared by the administrative/supervisory staff member who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

(c) Each local board of education shall adopt a policy for the supervision of instruction, setting forth procedures for the observation and evaluation of nontenured teaching staff members, including those assigned to regular classroom teaching duties and those not assigned to regular classroom teaching duties. Such policy shall be distributed to each teaching staff member at the beginning of his/her employment.

(d) Each policy for the supervision of instruction shall include, in addition to those observations and evaluations hereinbefore described, a written evaluation of the nontenured teaching staff member's total performance as an employee of the local board of education.

(e) Each of the three observations required by law shall be followed within a reasonable period of time, but in no instance more than 15 days, by a conference between the administrative/supervisory staff member who has made the observation and written evaluation, and the nontenured teaching staff member. Both parties to such a conference will sign the written evaluation report and retain a copy for his/her records. The nontenured teaching staff member shall have the right to submit his or her written disclaimer of such evaluation within ten days following the conference, and such disclaimer shall be attached to each party's copy of the evaluation report.

(f) The purposes of this procedure for the observation and evaluation of nontenured teaching staff members shall be to identify deficiencies, extend assistance for the correction of such deficiencies, improve professional competence, provide a basis for recommendations regarding reemployment, and improve the quality of instruction received by the pupils served by the public schools.

ARTICLE XVII  
SABBATICAL LEAVE

Sabbatical leave shall be granted to a teacher by the Board of Education subject to the following conditions:

1. Number of teachers - If there is a qualified applicant, a sabbatical leave may be granted to one teacher per year by the Board of Education. First time applicants shall be selected over anyone who already had a sabbatical in Fairview.
2. Requests - Requests for sabbatical leave must be received by the Superintendent in writing no later than June 1, preceding the school year for which sabbatical is sought and the Board shall act upon such request by June 30.
3. Minimum time to qualify - The Teacher has completed at least seven (7) full school years of service in Fairview schools.
4. Pay - A teacher on sabbatical leave for a full year shall be paid by the Board, at half pay.
5. Criteria - The applicant must provide an admission certificate into a full-time matriculating program of education at an accredited institution in education prior to applying. Teachers granted such sabbatical leave shall be required to return to the District for at least two complete years following return from sabbatical leave. In default thereof, the Board shall be reimbursed the salary paid pursuant to said leave.

6. Return - Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence, and he shall be credited with all other benefits for which he would have been entitled during the period of his leave and continuing thereafter upon his return.

ARTICLE XVIII

RETIREMENT COMPENSATION

A. All retiring teachers in Fairview shall receive an additional retirement compensation based on the following caculations:

All teachers retiring shall receive the sum of \$28.00 x their accumulated unused sick leave days accrued during employment in the Fairview School District. Commencing in the 1984 -1985 academic year, retirement compensation shall be increased to \$35.00 per day.

B. If a teacher should die during the duration of this Agreement, said teacher's surviving spouse, designated beneficiary or their estate shall receive the terminal leave compensation as computed in Section A of this Article provided the same does not escheat to the State or Federal government.

C. The maximum number of days to be credited for the purpose of calculations in this Article shall be 200 days.

D. It is specifically understood that the receipt of benefits under this Article, paragraph A above, is in lieu of any benefits which may be awarded under State Law. In the event any such State law shall improve upon the benefits herein provided, the Board shall have no obligation to honor the terms of this Article and the same shall be null and void and of no effect.

ARTICLE XIX

AGENCY SHOP

Effective July 20, 1980, and in accordance with Chapter 477, N.J. Public Laws, 1979, the Fairview Board of Education agrees to deduct from the salaries of the members of the bargaining unit the lawful dues chargeable by the Fairview Federation of Teachers and its affiliates. The amount so deducted shall be limited to a maximum of 85% of the annual dues certified by the Fairview Federation of Teachers to the Board's secretary as the appropriate dues chargeable by said organization.

This provision shall not apply to members of the bargaining unit who have authorized payroll dues deductions to the Federation in compliance with Chapter 233, N.J. Public Law of 1969, (NJSA 52:14-15.9e). The deduction of the dues as described in this paragraph shall further be governed by the rules established by the New Jersey State Department of Education.

ARTICLE XX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987. This document contains the entire agreement of the parties and may not be altered or amended except in writing with the same formality as this agreement. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the Federation has caused this agreement to be signed by its President and Secretary and the Board has caused this agreement to be signed by its President, attested by its Secretary.

FAIRVIEW FEDERATION OF TEACHERS

BY: \_\_\_\_\_

FAIRVIEW BOARD OF EDUCATION

BY: \_\_\_\_\_

JOHN MESISCA

President

BY: \_\_\_\_\_

BY: \_\_\_\_\_

PATRICK CAUFIELD, Secretary

G R I E V A N C E   F O R M

Grievance No. 11/11/11

Grievant's Name \_\_\_\_\_

School \_\_\_\_\_

Job Title and Grade \_\_\_\_\_

Immediate Supervisor \_\_\_\_\_

Contract Clause(s) Policies, Regulations and Statutes Alleged to have been violated: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Description of Violation: Describe the facts upon which the grievance is based and specifically how these facts violate relevant policies, regulations and statutes or the contract: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ie: \_\_\_\_\_

Grievant

GRIEVANCE FORM

Step I. Date Received: \_\_\_\_\_ Date Answered: \_\_\_\_\_

Disposition: Denied: \_\_\_\_\_ Granted: \_\_\_\_\_

Reason: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am not satisfied with the outcome of Step I and wish to proceed to Step II.

Union Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Step II. Date Received: \_\_\_\_\_ Date Answered: \_\_\_\_\_

Disposition: Denied: \_\_\_\_\_ Granted: \_\_\_\_\_

Reason: \_\_\_\_\_

Supervisor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

I am not satisfied with the outcome of Step II and wish to proceed to Step III.

Union Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Step III. Date Received: \_\_\_\_\_ Board Hearing Date: \_\_\_\_\_  
Date Answered: \_\_\_\_\_

Disposition: Denied: \_\_\_\_\_ Granted: \_\_\_\_\_

Reason: \_\_\_\_\_

Grievance Committee  
Chairperson's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

The grievant is not satisfied with the outcome of Step III and the Union  
wishes to proceed to arbitration.

Union Officer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

STEP SCAFFOLDING AGREEMENT  
 Anderson & May, Inc.  
 Fairview, N. J. 07022

STEP	1985-1986	1986-1987
1	\$18,500	\$18,500
2	\$18,500	\$18,500
3	\$18,500	\$18,600
4	\$18,600	\$18,700
5	\$18,700	\$18,900
6	\$19,000	\$19,200
7	\$19,100	\$19,700
8	\$20,000	\$20,300
9	\$20,900	\$21,400
10	\$21,900	\$22,400
11	\$22,900	\$23,500
12	\$24,000	\$24,600
13	\$25,200	\$25,800
14	\$26,500	\$27,000
15	\$27,900	\$28,300
16	\$29,400	\$30,300
17	\$32,300	\$34,830

LONGEVITY	DEGREES
16-17 YEARS \$500.	BA +30 \$500.
18-20 YEARS \$750.	MA \$1200
21 PLUS YEARS \$1000	MA+ 30 \$2000

EXTRA CURRICULAR ACTIVITIES

	<u>1985/86</u>	<u>1986/87</u>
Basketball - Girls	790.00	790.00
Basketball - Boys	790.00	790.00
Baseball	1,077.25	1,077.25
Chorus & Band	1,328.60	1,328.60
Cheerleader & Tryouts	430.90	430.90
Yearbook	430.90	430.90
Mayor for a Day Program	179.55	179.55
Board Member for a Day Program	179.55	179.55
Softball	646.36	646.36

HOURLY EMPLOYEE RATES

	<u>1985/86</u>	<u>1986/87</u>
Supplemental Education	10.80	10.80
Compensatory Education	11.75	11.75

FAIRVIEW BOARD OF EDUCATION  
Anderson & Day Avenues  
Fairview, N. J. 07022